LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR — POSSESSION UNDER AGREEMENT TO LEASE. — A tenant was in possession under an agreement to execute a lease for three years at an annual rental, payable part in monthly instalments, and the balance at the end of the year. The lease was not executed, but the tenant remained in possession, paying no rent until the second month of the second year. At this time he paid all rent due, on the agreed basis; and from then on paid the monthly installments for eight months. *Held*, that he was not a tenant from year to year. *Gault* v. *Gault*, 127 N. W. 297 (Mich.).

It is universally held that when a man goes into possession under an agreement to execute a lease, there is created a tenancy at will, which ripens into a tenancy from year to year if rent is paid on an annual basis. *Knight* v. *Benett*, 3 Bing. 361; *Laughran* v. *Smith*, 75 N. Y. 205. Or if a tenant for years holds over, the landlord can make him a tenant from year to year by so electing. Accepting rent on an annual basis is conclusive of the landlord's election to treat him as a tenant from year to year. *Schneider* v. *Lord*, 62 Mich. 141; *Dorr* v. *Barney*, 12 Hun (N. Y.) 259. This is not altered in either case by the fact that the rent is paid by the month. *Scully* v. *Murray*, 34 Mo. 420; *Koplitz* v. *Gustavus*, 48 Wis. 48. The facts in the principal case would seem to create one of the above situations.

MARRIAGE — NULLIFICATION — MISREPRESENTATIONS AS TO PRIOR CHASTITY. — A woman represented to her intended husband that she had been the wife of a man then deceased, and that he was the father of her child. In fact, she had been his mistress and the child was a bastard. *Held*, that the husband can secure an annulment of the marriage on the ground of fraud. *Domschke* v. *Domschke*, 138 N. Y. App. Div. 454.

Marriage is more than a contractual relation, it is a status. Once entered, it should be dissolved only for the gravest reasons. All courts agree that in extreme cases fraud as to material facts may vitiate consent and make the marriage voidable. As to what facts are material there is considerable conflict. The English rule, that nothing is material except the identity of the parties and permanent physical incapacity to consummate the marital relation, while simple, is unnecessarily harsh in individual cases. *Moss* v. *Moss*, [1897] P. 263. In this country the courts have exercised wider discretion, giving relief on equitable principles in cases of extreme hardship. *Reynolds* v. *Reynolds*, 3 Allen (Mass.) 605; *Ryder* v. *Ryder*, 66 Vt. 158. *Cf. Franke* v. *Franke*, 31 Pac. 571 (Cal.). Wherever the point has been raised, all courts except New York seem to agree that representations as to social position or moral character cannot be material. *Wier* v. *Still*, 31 Ia. 107. *Contra*, *Keyes* v. *Keyes*, 6 N. Y. Misc. 355; *King* v. *Brewer*, 8 N. Y. Misc. 587. Even in New York, no case ever held prior unchastity material. See *Shrady* v. *Logan*, 17 N. Y. Misc. 329. Authority in other states is opposed to it. *Leavitt* v. *Leavitt*, 13 Mich. 452; *Varney* v. *Varney*, 52 Wis. 120. See *Reynolds* v. *Reynolds*, *supra*. No analogy can be drawn from breach of promise actions. On grounds of public policy the wisdom of the doctrine of the principal case may well be questioned.

MARRIAGE — VALIDITY — VOID MARRIAGE MADE VALID BY REMOVAL OF IMPEDIMENT. — A married B in 1868. In 1881 he married C who believed herself to be his lawful wife. A knew that B was living, and from 1900 until his death in 1904 sent money for her use. B died in 1903 but A never knew of it. In a judicial settlement of A's estate, the court below charged the jury that if C acted in good faith, the law would consider her the lawful widow on the ground that a common-law marriage occurred in 1903. Judgment for C was affirmed by necessity, the court being evenly divided. *In re Fitzgibbons' Estate*, 127 N. W. 313 (Mich.).

Mutual consent and competency are the requisites of a valid marriage. MICH. COMP. LAWS, 1897, § 8589. This statute is declaratory of the common law. If both parties are innocent, there is a presumption that a marriage, void because of the incompetency of either party, becomes a lawful marriage on the removal of the impediment. *De Thoren* v. *Attorney-General*, 1 App. Cas. 686. Consent is inferred from the relation; but by the weight of authority, when one or both are guilty, apparent consent will not suffice, but there must be evidence of a real matrimonial intent. *Gall* v. *Gall*, 114 N. Y. 109; *Cartwright* v. *McGown*, 121 Ill. 388. *Contra*, *Barker* v. *Valentine*, 125 Mich. 336. In the principal case, A's intent at the outset was to deceive B, — to live with her with the appearance of being married. To infer a change of intent because of B's death in 1903, a fact unknown to A, seems illogical. *Collins* v. *Voorhees*, 47 N. J. Eq. 315 and 555. A therefore had no real matrimonial intent, or else it existed concurrently with the intent to deceive B. The former view seems more reasonable. There is authority for reaching the result of the principal case by applying the doctrine of estoppel. *In re Wells' Estate*, 123 N. Y. App. Div. 79; *Chamberlain* v. *Chamberlain*, 68 N. J. Eq. 414. A and his heirs, who are in privity with him, should be estopped to deny his consent, the estoppel becoming operative when he became capable of giving consent.

PROXIMATE CAUSE — EFFICIENT CAUSE OF INJURY — NERVOUS SHOCK FROM FRIGHT CAUSED BY NEGLIGENCE. — The plaintiff averred that the defendant's cow was being driven along a street by the defendant's servant, who set a dog on the cow, causing her to rush into a house, whereby the plaintiff, who was in the house, sustained a severe nervous shock, resulting in serious physical injury. The defendant demurred. *Held*, that the action lies. *Gilligan* v. *Robb*, 47 Sc. L. Rep. 733.

This case establishes in Scotland the right of recovery for physical hurt resulting from fright caused by negligence, where there is no impact on the person. For a discussion of the principles involved, see 7 HARV. L. REV. 304; 10 *id.* 239; 15 *id.* 304.

PUBLIC OFFICERS — ELIGIBILITY TO OFFICE — WOMAN ELECTED COUNTY TREASURER. — A woman was elected county treasurer. The state constitution limited suffrage to males, but had no provision as to eligibility for office on account of sex. *Held*, that she is entitled to the office. *State ex rel. Jordan* v. *Quible*, 86 Neb. 417. See NOTES, p. 139.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — TELEPHONE CONNECTIONS WITH OTHER LINES. — The X Company operated a telephone line connecting cities A and B. The Y Company operated a telephone line connecting cities B, C, and D. These companies professed to make direct connections for the public between A and C. *Held*, that they had no public duty to afford the means of telephonic communication between A and D. *Albany Telephone Co.* v. *Terry*, 127 S. W. 567 (Tex., Ct. Civ. App.).

For a discussion of the principles involved, see 23 HARV. L. REV. 54.

QUASI-CONTRACTS — RIGHTS AND OBLIGATIONS OF PARTIES UNDER CONTRACTS — CONTRACT MADE UNENFORCEABLE BY A RULE OF EVIDENCE. — The plaintiff entered into an oral contract with H, whereby in return for services to be rendered he was to receive one-fourth of such profits as H might make in a sale of certain stock. The plaintiff performed the services, and brought suit on the express contract. H died, and the plaintiff thereupon became unable to testify in the case. He moved to amend the complaint so as to permit a recovery in *quantum meruit*. *Held*, that the motion must be denied,